



MISC 2006110846



SEP 26 2006 13:50 P 4

PERMANENT AND
TEMPORARY CONSTRUCTION
EASEMENTS

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
9/26/2006 13:50:37.09



2006110846

THIS AGREEMENT, made this 8th day of September, 2006 between DIAL-HARRISON COMMERCIAL, L.L.C. ("Grantor"), a Nebraska Limited Liability Company, and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation and Political Subdivision, ("Grantee"),

WITNESS:

Grantor, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is acknowledged, hereby grants to Metropolitan Utilities District of Omaha, its successors and assigns, a permanent easement to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transportation of water and all appurtenances thereto, including, but not limited to, round iron covers, roadway boxes, hydrants, and pipeline markers and a temporary easement for construction purposes, together with the right of ingress and egress on, over, under and through lands described as follows:

Tracts of land in the Southwest Quarter (SW ¼) and Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼), all in Section 7, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska more particularly described as follows:

PERMANENT EASEMENT

Tract 1

The northerly five feet (5.00') of the southerly fifty-five feet (55.00') of the westerly eight hundred sixty-seven and fifty-nine one hundredths feet (867.59') of the easterly one thousand six hundred twenty-one and fourteen one hundredths feet (1,621.14') of the SE ¼ of Section 7-T14N-R11E.

Tract 2

The northerly eighteen feet (18.00') of the southerly sixty-eight feet (68.00') of the westerly three hundred ninety-three and sixty one hundredths feet (393.60') of the easterly seven hundred fifty-three and fifty-five one hundredths feet (753.55') of the SE ¼ of Section 7-T14N-R11E.

Tract 3

The northerly forty feet (40.00') of the southerly one hundred feet (100.00') of the westerly one hundred forty-seven and twenty-nine one hundredths feet (147.29') of the easterly two hundred ninety-seven and twenty-nine one hundredths feet (297.29') of the SE ¼ of Section 7-T14N-R11E.

Tract 6

The northerly eight feet (8.00') of the southerly sixty-eight feet (68.00') of the westerly sixty-two and twenty-two one hundredths feet (62.22') of the

Please file & return to:

Susan Prazan
Metropolitan Utilities District
1723 Hamey Street
Omaha, Nebraska 68102

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DEL SCAN FV

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easterly three hundred fifty-nine and ninety-five one hundredths feet (359.95') of the SE ¼ of Section 7-T14N-R11E.

This permanent easement contains 0.41 of an acre, more or less, and is shown on the attached drawing hereto and made a part hereof by reference.

TEMPORARY CONSTRUCTION EASEMENT

Tract 4

The northerly twenty-five feet (25.00') of the southerly eighty feet (80.00') of the westerly eight hundred sixty-seven and fifty-nine one hundredths feet (867.59') of the easterly one thousand six hundred twenty-one and fourteen one hundredths feet (1,621.14') of the SE ¼ of Section 7-T14N-R11E.

Tract 5

The northerly twenty-five (25.00') of the southerly ninety-three feet (93.00') of the westerly four hundred fifty-six and twenty-six one hundredths feet (456.26') of the easterly seven hundred fifty-three and fifty-five one hundredths feet (753.55') of the SE ¼ of Section 7-T14N-R11E.

This temporary easement contains 0.760 of an acre, more or less, and is shown on the attached drawing and made a part hereof by reference.

1. The Grantor and its successors and assigns shall not at any time erect, construct or place on or below the surface of the permanent easement any building or structure, except pavement or a similar covering, and shall not permit anyone else to do so. The same prohibitions shall apply to temporary easements. The effective period of the temporary easement shall commence upon the execution date hereof and end after completion of the project for which these easements are obtained.

2. The Grantee shall restore the soil excavated for any purpose hereunder, as nearly as is reasonably possible to its original contour within a reasonable time after the work is performed.

3. The Grantor is the lawful possessor of this real estate; has good, right and lawful authority to make such conveyance; and Grantor and its successors and assigns shall warrant and defend this conveyance and shall indemnify and hold harmless Grantee forever against claims of all persons asserting any right, title or interest prior to or contrary to this conveyance.

4. The person executing this instrument has authority to execute it on behalf of the limited liability company.

IN WITNESS WHEREOF, Grantor executes this Permanent and Temporary Easements on the above date.

DIAL-HARRISON COMMERCIAL, L.L.C., a
Nebraska limited liability company, Grantor

By: _____

Patrick G. Day, Manager

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on the 8th September, 2006,
by Patrick G. Day, Manager, of Dial-Harrison Commercial, L.L.C., on behalf of the
limited liability company.

Melinda Munk
Notary Public





METROPOLITAN UTILITIES DISTRICT
OMAHA, NEBRASKA

EASEMENT ACQUISITION
FOR **WCP 10042**

LAND OWNER
Dial-Harrison Commercial, LLC
CO. Dial Companies
11506 Nicholas St. #200
Omaha, NE 68154

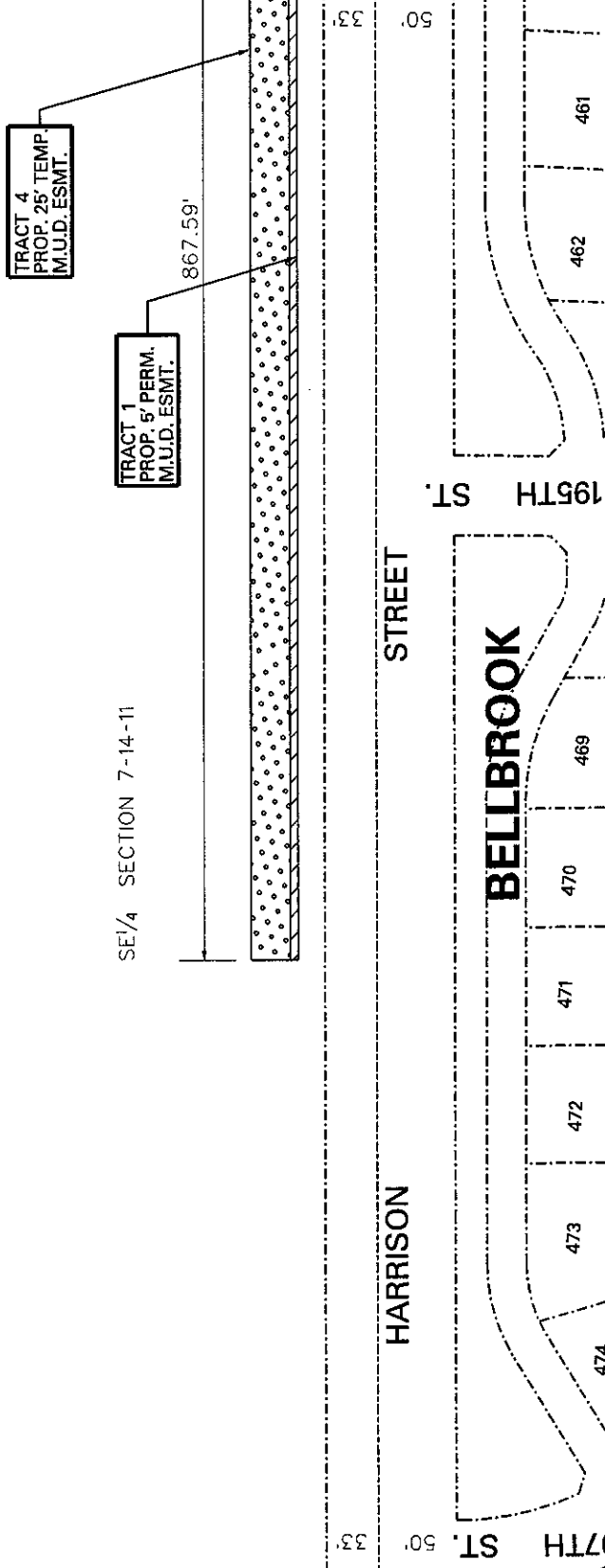
TOTAL ACRE
PERMANENT 0.410 ±
TOTAL ACRE
TEMPORARY 0.760 ±

LEGEND
 PERMANENT EASEMENT
 TEMPORARY EASEMENT

PAGE 1 OF 1

DRAWN BY JAZ
DATE 8-18-06
CHECKED BY _____
DATE _____
APPROVED BY _____
DATE _____
REVISED BY _____
DATE _____
REV. CHK'D. BY _____
DATE _____
REV. APPROV. BY _____
DATE _____

SEE THIS PAGE MATCHLINE A-A



SEE THIS PAGE MATCHLINE A-A

